

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Oracle Fishing LLC

Florida-Based Fishing Guide and Instruction Services

Business Information:

Oracle Fishing LLC

3256 Bliss Road

Orange Park, FL 32065

oraclefishing2024@gmail.com

Registered Owners: Richard M. White III & Brianna M. White

Participant Name (Print): _____

Date of Trip/Instruction: _____

Location: _____

This Waiver and Release of Liability Agreement ("Agreement") is entered into by the undersigned participant ("Participant") in favor of **Oracle Fishing LLC**, its owners, officers, agents, employees, contractors, and volunteers, including but not limited to **Richard M. White III and Brianna M. White** (collectively referred to as "Released Parties").

1. Assumption of Risk

The Participant acknowledges and understands that fishing, boating, and related outdoor activities involve **inherent risks**, including but not limited to physical injury, drowning, heat stroke, sunburn, hypothermia, accidents, equipment failure, inclement weather, and wildlife encounters. The Participant voluntarily participates in these activities with full knowledge of the dangers involved and accepts and assumes all risks, whether known or unknown.

2. Waiver and Release of Liability

In consideration of being allowed to participate in any fishing, boating, sonar instruction, or related activities provided by Oracle Fishing LLC, the Participant agrees to **release, waive, discharge, and hold harmless** the Released Parties from any and all claims, demands, actions, causes of action, damages, costs, expenses, or liabilities of any kind, whether caused by negligence or otherwise, arising out of or related to:

- Personal injury or illness
- Death
- Property damage or loss, including loss of personal equipment (rods, reels, phones, electronics, etc.)
- Any other losses or damages that may occur during or as a result of participation

This waiver applies to any and all claims, including but not limited to those based on **ordinary negligence**. However, this waiver does **not** apply to claims arising from **gross negligence or intentional misconduct**, as prohibited by Florida law.

3. Medical Treatment & Insurance

Participant understands that no medical insurance or coverage is provided by Oracle Fishing LLC or the Released Parties. The Participant is responsible for all costs related to any medical treatment, emergency rescue, or evacuation incurred during participation in the activities.

4. Equipment Loss or Damage

Participant agrees that they are solely responsible for the safety and security of their own equipment and personal belongings during the activity. Oracle Fishing LLC and its representatives are not liable for the loss, theft, or damage of any personal property.

5. Indemnification

Participant agrees to **indemnify and hold harmless** the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including attorney's fees) brought as a result of Participant's involvement in the activities and to reimburse them for any such expenses incurred.

6. Photographic and Video Release

Participant grants permission to Oracle Fishing LLC to use any photographs or video footage taken during the trip or instruction for **promotional, educational, or commercial use**, unless otherwise requested in writing prior to the activity.

7. Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida**. Any disputes arising under this Agreement shall be resolved in the appropriate court in **Clay County, Florida**.

9. Right to Refuse or Cancel Participation

Oracle Fishing LLC and its owners, including but not limited to the Guide (Richard M. White III), reserve the right to **cancel or terminate** the guided trip at any time—**either at the boat ramp before departure or during the trip**—if, in their sole judgment:

- The Participant appears to be **under the influence of alcohol, drugs, or any impairing substance**
- The Participant exhibits **disruptive, unsafe, or aggressive behavior**
- The Participant **otherwise poses a risk to their own safety, the safety of others, or the safety of the guide**

In such cases, the trip may be **immediately terminated** without refund, and the Participant may be asked to leave the premises or vessel.

SIGNATURE

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I UNDERSTAND

THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.

Participant Signature: _____

Date: _____

Printed Name: _____

Emergency Contact Name & Phone:
